IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

THE HON'BLE SRI JUSTICE S.ANANDA REDDY

WRIT PETITION NO : 9737 of 2005

Date: 23.08.2005

Between:

V. Pradeep Rao, S/o. Ramakanth Rao,

Nizamabad District.

PETITIONER

Vs.

Northern Power Distribution Company Limited,
rep. By its Chairman and Managing Director,
Khairatabad, Hyderabad and others.

RESPONDENTS

ORDER:

This writ petition is filed by the petitioner aggrieved by the impugned order passed by the second respondent dated 31.12.2004, under which, the claim of the petitioner for absorption in terms of B.P.Ms.No.36 dated 18.05.1997, was rejected for the following reasons:

> "i) The petitioner claims to have worked from 01.04.1995 to 30.05.1997. However, the certificate issued by the contractor did not contain any reference to Ls agreements under which the petitioner worked.
>
> ii) On verification, it is found that the service certificate issued by the contractor is not genuine."

2. The grievance of the petitioner is that in the impugned order the second respondent stated that there is no reference to the agreements, under which the petitioner worked with the contractor and further stated that the verification shows that the certificate issued by the contractor is not genuine. The Service Certificate dated 01.06.1997, issued by the Contractor - M/s. Ramakrishna Industries, Khammam, was also counter signed by the Assistant Divisional Engineer, T.R.E. Sub-Division, AP Transco, Nizamabad where specific reference was made to Ls.Agrt.No.6/97-98, dated 21.04.1997, which was check measured on 20.06.1997 in M.B.No.171. Therefore, it is stated that the finding of the second respondent that there is no reference to the agreement numbers in the Service Certificate is obviously not correct.

3. The learned counsel for the petitioner contended that the impugned order is silent as to on what basis the second respondent has come to the conclusion that the Service Certificate issued by the Contractor is not genuine. Therefore, he sought to set aside the impugned order, as the said order was passed without applying mind to the facts of the case.

4. A counter-affidavit is filed on behalf of the respondents reiterating the stands taken by the respondents in the impugned order.

5. At the time of hearing, the learned Standing Counsel for the respondents sought adjournment of the matter to get further instructions. But, however, he was not able to specify with reference to what further instructions are required to be obtained by him. Therefore, the matter is heard on merits and disposed of by this order.

6. Admittedly, the petitioner claimed absorption into the first respondent organization in terms of B.P.Ms.No.36 dated 18.05.1997 on the ground that he was working as a Contract Labourer under the Contractor as on the date of the issuance of B.P.Ms.No.36. One of the main grounds shown by the second respondent for rejecting the claim is that the Service Certificate produced by the petitioner did not contain the agreement numbers. But, a perusal of the Service Certificate shows that though it did not specify the agreement numbers, but the same was counter signed by the Assistant Divisional Manager, A.P. Transco, Nizamabad, who has specifically mentioned that the petitioner worked in respect of Ls.Agrt.No.6/97-98, dated 21.04.1997, which was check measured on 20.06.1997 in M.B.No.171. In the light of the said specific mention by the Officer of the respondent Company, the finding recorded by the second respondent that the Service Certificate produced by the petitioner did not contain the agreement numbers, is illegal and unsustainable. The second respondent further recorded that the Service Certificate issued by the Contractor is not genuine, but in what sense the Service Certificate is not genuine is not specified. In the absence of any specific material, the findings arrived at by the second respondent, cannot be sustained. Even in the counter-affidavit, there is no explanation as to on what basis the second respondent has come to the conclusion that the Certificate issued by the Contractor is not genuine.

7. Under the above circumstances, the impugned order is set aside and the matter is remitted to the second respondent directing him to consider the Service Certificate produced by the petitioner, which was counter-signed by the Assistant Divisional Engineer of the respondent Company and pass appropriate orders, after considering the material. The said exercise is directed to be completed within a period of four weeks from the date of receipt of a copy of this order.

8. The writ petition is accordingly allowed. No order as to costs.

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S. Ananda Reddy, J

Date: 23.08.2005

Note: Furnish CC in one week

B/o

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